

**SUMTER COUNTY BOARD OF COMMISSIONERS  
EXECUTIVE SUMMARY**

**SUBJECT:** Public Defender Information Technology Agreement (Staff recommends approval).

**REQUESTED ACTION:** Staff recommends approval.

☐ Work Session (Report Only)

☒ Regular Meeting

**DATE OF MEETING:** 09/27/2011

☐ Special Meeting

**CONTRACT:** ☐ N/A

Vendor/Entity:

Effective Date: 10/01/2011

Termination Date: 09/30/2012

Managing Division / Dept:

Support Services / Budget

**BUDGET IMPACT:** \$37,634 budgeted for FY2011/2012

☒ Annual

**FUNDING SOURCE:**

Fund 129, Department 280

☐ Capital

**EXPENDITURE ACCOUNT:**

☐ N/A

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**HISTORY/FACTS/ISSUES:**

The attached agreement has been executed between the Public Defender and an "Independent Contractor" for FY2011-2012. Sumter County is a party to this agreement in that Item #3 of said agreement requires the Independent Contractor to invoice Sumter County directly on a bi-weekly basis once the invoice is approved by the Public Defender's Office.

The funds covering services under this agreement have been budgeted for FY2011-2012.

## AGREEMENT

IT IS hereby certified that this AGREEMENT has been executed in good faith between Howard H. Babb, Jr., Public Defender, Fifth Judicial Circuit of the State of Florida, hereinafter referred to as "Public Defender", and Angie Lewis, hereinafter referred to as "Independent Contractor", and endorsed by Don Burgess, solely in his capacity as chairman of the Sumter County Board of County Commissioners, on behalf of Sumter County, a duly authorized and establish political subdivision of the State of Florida, hereinafter referred to as the "County", WITNESSETH: WHEREAS, the Public Defender presently has a need for an information technology(IT)/ data entry staff position on the staff of his Sumter County office;

WHEREAS, Independent Contractor is qualified to assume responsibility for the performance of all necessary IT/data entry functions required in conjunction with the operation and performance of the statutorily mandated duties of the Sumter County office of the Public Defender;

WHEREAS, Independent Contractor and Public Defender have entered into this Agreement for Independent Contractor to perform all necessary IT/date entry functions required in conjunction with the operation and performance of the statutorily mandated duties of the Sumter County office of the Public Defender during October 1, 2011 to September 30, 2012 and Public Defender has agreed to compensate Independent Contractor pursuant to the terms and conditions set forth herein;

WHEREAS, the County has endorsed the negotiated agreement between Public Defender and Independent Contractor and has agreed to actually pay Independent Contractor pursuant to the terms and conditions of this Agreement and the provisions set forth under Section 29.008, Florida Statutes; NOW, THEREFORE,

WHEREAS, clauses as if stated herein, the parties hereto agree as follows:

1. Beginning October 1, 2011, and ending September 30, 2012, Independent Contractor shall perform all necessary information technology/data entry functions as directed and required by Public Defender or his designee, in conjunction with the operation and performance of the statutory duties of the Sumter County office of the Public Defender.

2. Public Defender agrees to compensate Independent Contractor at the rate of Sixteen and no/100 Dollars (\$16.00) per hour during the term of this Agreement, gross, including equivalent compensation for any benefits, taxes and social security (F.I.C.A) liability. Independent Contractor shall be classified, considered and compensated as a private Independent Contractor and Independent Contractors does hereby assume full responsibility for the payment of any and all income taxes, social security (F.I.C.A.) Responsibility and medical insurance or other employment related benefits.

3. Independent Contractor shall invoice County bi-weekly, itemizing the total number of hours worked each day during the pay period, the total number of hours worked during the pay period and the total equivalent dollar amount due to Independent Contractor as compensation earned during the pay period. Each invoice shall be approved and countersigned by Public Defender or his designee.

4. County endorses and accepts the terms and conditions of the is Agreement and agrees to actually pay or compensate Independent Contractor for the services rendered pursuant to section 1., hereinabove, pursuant to the terms and conditions set forth under section 2., hereinabove.

5. Independent Contractor shall be paid bi-weekly by County following the receipt of

the invoices described herein for the equivalent compensation due and owing to Independent Contractor for the preceding pay period, pursuant to section 3., hereinabove.


6. The parties agree that venue and jurisdiction for any dispute arising from this Agreement shall only be in a court of competent jurisdiction in Sumter County, Florida.

7. This contract may be terminated by the Public Defender upon a ten day notice to Independent Contractor.


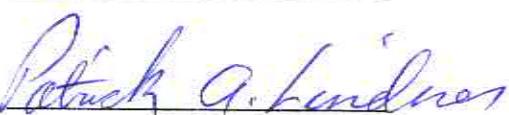
8. The term of this Agreement shall commence on October 1, 2011 and end September 30, 2012.


DATED this 6th day of September, 2011.

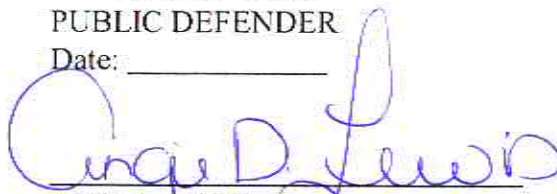
WITNESSES:

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HOWARD H. BABB, JR.  
Public Defender  
Fifth Judicial Circuit  
PUBLIC DEFENDER  
Date: \_\_\_\_\_

  
ANGIE LEWIS  
INDEPENDENT CONTRACTOR  
Date: 9-6-11

Accepted and endorsed by Sumter County, a political subdivision of the State of Florida,

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
On behalf of Sumter County, a  
political Subdivision of the State of  
Florida, COUNTY  
Date: \_\_\_\_\_